

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (DEQ), and Bradley Petroleum, Inc., enter into this Settlement Agreement to fully and finally resolve, without litigation, the violations alleged in Notice of Violation Docket Number 5419-14, dated May 27, 2014. Bradley Petroleum, Inc., is the operator of the underground storage tanks (USTs) located at 902 East Second Street, Casper, WY. This UST facility is registered with the DEQ as facility 0-003396. This NOV alleges that Bradley Petroleum, Inc., failed to provide storage tank compliance records when requested and failed to keep required storage tank compliance records on-site or at a readily available location within Wyoming. These are violations of the Wyoming Statute 35-11-1422 and Wyoming Water Quality Rules and Regulations (WWQRR), Chapter 17.

W.S. 35-11-901(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, Bradley Petroleum, Inc., and the DEQ hereby stipulate and agree as follows:

1. The DEQ is responsible for enforcing Wyoming Statute 35-11-1422 and WWQRR, Chapter 17.
2. Bradley Petroleum, Inc., neither admits nor denies any alleged violations of Wyoming Statute 35-11-1422 and WWQRR, Chapter 17; however, in order to avoid further litigation, Bradley Petroleum, Inc., accepts civil liability for the following alleged violations of Wyoming Statute 35-11-1422 and WWQRR, Chapter 17:

Count 1: Failure to Provide Storage Tank Compliance Records When Requested: [WS 35-11-1422]. As the owner of the USTs located at 902 East Second Street in Casper, Bradley Petroleum, Inc., violated WS 35-11-1422, by failing to provide requested Storage Tank Compliance Records.

Count 2: Failure to Keep Required Storage Tank Records On-Site or at a Readily Available Location Within the Boundaries of the State of Wyoming: [WWQRR, Chapter 17, Section 13(d)]. As the owner of the USTs located at 902 East Second Street in Casper, Bradley Petroleum, Inc., violated WWQRR, Chapter 17, Section 13(d), by failing to keep required storage tank records on-site or at a readily available location within Wyoming.

3. The total penalty for the cited violations shall be eight hundred dollars (\$800.00). Bradley Petroleum, Inc., agrees to pay a total of eight hundred dollars (\$800.00) to the DEQ as a stipulated penalty for the cited violations. Payment of eight hundred dollars (\$800.00) shall be made and returned with this Settlement Agreement. Payment shall be by check made payable to the Wyoming Department of Environmental Quality and addressed to the Wyoming Department of Environmental Quality, Attention: Oma Gilbreth, Herschler Building, 4th Floor West Wing, 122 W. 25th Street, Cheyenne, WY 82002.
4. Bradley Petroleum, Inc.'s, full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all claims by the DEQ against Bradley Petroleum, Inc., based on the violations alleged in Notice of Violation Docket Number 5419-14. Contingent upon Bradley Petroleum, Inc.'s, compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Bradley Petroleum, Inc., for these particular violations.
5. Bradley Petroleum, Inc., waives any statute of limitations that may apply to an enforcement action by the DEQ involving the specific matters described in Notice of Violation Docket Number 5419-14 in the event that Bradley Petroleum, Inc., fails to fulfill its obligations under this Settlement Agreement.
6. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
7. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
8. This Settlement Agreement is binding upon Bradley Petroleum, Inc., and all its successors and assigns and upon the DEQ.

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9. Nothing in this Settlement Agreement supersedes any provision found in any Wyoming state law, or any regulation issued by the DEQ, or any federal law or regulation.
10. This Agreement may not be amended except by a written order signed by both parties.
11. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

FOR BRADLEY PETROLEUM, INC.:

Signature: _____

2-27-15

Date

Written Name: _____

Bradley Perkins Sr.

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

Todd Parfitt,
Director

Date

12/17/14

Luke Esch,
Administrator
Solid and Hazardous Waste Division

Date

12-16-14